

Office of Procurement 9221 Corporate Boulevard Rockville, MD 20850

REQUEST FOR PROPOSAL

RFP NO. 419-004

PAY FOR PRINT MANAGEMENT SERVICES

All proposals MUST BE RECEIVED in the Procurement Office BY 3:00 PM local time on 3/26/2019.

Proposals will not be accepted via facsimile or electronic mail.

Prices must remain firm for 120 DAYS after proposal closing date and time.

Proposal Bond Requirements:

NONE

Performance, Labor and

Material Bond requirements:

NONE

Pre-proposal Conference:

NONE

Minority contractors are encouraged to respond to this solicitation.

<u>Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No proposal will be</u> accepted after the date and time stated above.

Patrick Johnson

Director of Procurement

NOTE: Prospective Offerors that have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that any amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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SECTION 1 - PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with a no cost, contractor-managed pay for print management solution in accordance with specifications, terms and conditions described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the "College" and "MC." Respondents to the RFP will be referred to as "Offerors" and "Proposers." The Offeror to whom the contract is awarded will be referred to as the "Contractor."

1.2 Proposal Submittal Due Date

All responses to this Request for Proposal are due in the Montgomery College Office of Procurement, 9221 Corporate Boulevard, Rockville, Maryland 20850 by 3:00 p.m. on 3/26/2019 and must be submitted in SEALED envelopes, clearly marked with the RFP Number and Title, the Due Date and Time, and the Name/Address of the Offeror. No responses will be accepted after this date and time. No facsimile or e-mail transmissions will be accepted. In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise.

The proposal must be signed by an individual who has full authority from the Offeror to enter into a binding agreement on behalf of the Offeror so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms, conditions, and specifications set forth in the Request for Proposal shall serve as the contract terms, conditions, and specifications. No other terms and conditions will apply unless submitted as a part of the proposal response <u>and</u> accepted by the College.

1.3 Contact Information

For purchasing or technical questions about this solicitation, please contact Chiquita Manago Haywood, Contract Coordinator via email at chiquita.manago@montgomerycollege.edu. The Offeror may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing and received by 5:00 p.m. on 3/12/2019.

1.4 Addenda

The College will issue an addendum or addenda to all prospective Offerors known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offerors bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at http://www.montgomerycollege.edu/procure/, and it is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror's proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

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1.5 Proposal Validity

Offerors must hold their proposal prices for 120 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-solicit the contract or to award the contract to the next highest evaluated Offeror.

1.6 Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment D, Conditions and Instructions, of this proposal. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFP.

1.7 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 5). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.8 References

The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the level of services mandated in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the non-responsive one.

1.9 Subcontractors

The College seeks proposals from Contractors performing all requested services and will enter into an agreement only with the selected Offeror. No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions. In the event the Contractor desires to subcontract part of the services specified herein, the Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as a description of the services to be performed by the subcontractor. The primary Contractor shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

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1.10 Proposal Evaluation

Proposals submitted in response to this solicitation will include evaluation as follows:

- 1.10.1 Offeror is **responsible** Offeror demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibleness:
 - 1.10.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
 - 1.10.1.2 Offeror is financially stable.
- 1.10.2 Offeror is **responsive** Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
 - 1.10.2.1 Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this RFP.
 - 1.10.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

1.11 Proposal Rejection

The College reserves the right to reject any or all offers received as a result of this Request for Proposal. Offers may be rejected for any of the following reasons:

- 1.11.1 Failure to meet the mandatory specifications and requirements.
- 1.11.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.11.3 Failure to supply appropriate and favorable client references.
- 1.11.4 Submittal of an incomplete Price Proposal page.
- 1.11.5 Failure to sign the proposal.
- 1.11.6 Failure to return any addenda acknowledgements
- 1.11.7 Submittal of conditional, alternate, or multiple proposals.
- 1.11.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.11.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.12 Required Submittal List

See Section 3 for the proposal submission requirements.

1.13 Failure to Submit

Failure to provide any of the items noted in Section 1.12 may deem a proposal non-responsive.

1.14 Estimated Contract Quantities

If applicable, the College's estimated service requirements should not be construed as a guarantee of the actual volume of trips to be taken.

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1.15 Contract Award

An award will be made in the best interest of the College to the highest ranked responsible, responsive Offerors who can meet or exceed the terms, conditions, and scope of services of this solicitation. Evaluation of Offerors will be based on Offeror qualifications, competitive pricing, and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

1.16 Contract Documents

The Request for Proposal in its entirety, the accepted Offeror's proposal, and the College purchase order will form the contract. Offerors requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract and terms and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

1.17 Contract Term

The initial term of this contract will be one (1) year from date of award. At the sole option of the College, the contract may be renewed for four (4) one-year extensions, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

1.18 Contract Pricing

Submitted pricing must include all costs incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Offeror's omission. In addition, all Offerors must hold their proposal prices for 120 days after proposal opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Offeror.

1.19 Contract Price Adjustment

Contract prices are to remain fixed for the initial term. Requests for price adjustment after first year must be submitted in writing within 60 days of expiration of year one contract term. The same will apply to for all successive contract renewal period, should the college elect to exercise them. Any approved increase will take effect at the start of a contract renewal terms. A contract price adjustment request, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustment s cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), not seasonally adjusted; most current year final index (no preliminary).

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1.20 Contract Modification and Amendment

The College retains the unilateral right to require changes in the Scope of Work as long as the changes are within the general scope of work to be performed hereunder. The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work on the project.

The awarded Contractor cannot accept purchase orders/requests for services or products that are not covered in this contract or make changes to the scope of work unless a price for those services or products has been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office.

1.21 Insurance Requirements

Upon executing the contract, the awarded Contractor shall present the College with a Certificate of Liability Insurance issued from an insurance company licensed to do business in the State of Maryland. The Contractor's insurance will be primary and kept in full force during the term of the contract, including renewals, if any. The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor, with the following minimum insurance coverage:

Worker's Compensation Insurance

Covering the contractor's employees as required by State of Maryland law with the following minimum limits:

Bodily Injury by Accident \$100,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$100,000 each employee

Commercial General Liability Insurance

Excluding automobiles owned or hired by the Contractor, with limits as follows:

Bodily Injury and Property Damage \$1,000,000 combined single limit

Bodily Injury and Property Damage per occurrence including the following coverage: contractual liability, premises and operations, independent contractors, products and completed operations.

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Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned, hired vehicles, and non-owned vehicles with limits as follows:

Bodily Injury: \$100,000 each person

\$300,000 each occurrence

Property Damage: \$300,000 each occurrence

These coverages and limits are to be considered minimum requirements under the contract and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered, or materially changed without sixty (60) calendar days of notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

At the time the contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of time for this contract. The College reserves the right to increase or decrease limits as it deems appropriate.

1.22 Certificate of Liability Insurance

The awarded Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. 419-004. Current certificates must be provided to the College throughout the contract term.

1.23 Termination of Insurance

In the event that the awarded Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance shall be grounds for immediate termination of the contract.

1.24 Contract Assignment

The awarded Contractor may not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College, and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by the College, the assignee shall bear all costs incurred by the College, directly or indirectly, in connection with or as a result of such an assignment.

1.25 Contract Deadlines and Failure to Deliver

The awarded Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. Additionally, if the Contractor fails to comply with established delivery requirements, the College reserves the right to make an open market purchase of required services and items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

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1.26 Contract Billing

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office, 9221 Corporate Boulevard, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

1.27 Confidentiality

The awarded Contractor agrees to maintain in strict confidence Montgomery College's confidential information as listed herein. The Contractor may use the College's confidential information solely to perform the services required, as listed herein and may not disclose such information to any person or entity without the expressed written consent of Montgomery College.

The information contained in proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Offerors must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

1.28 Tobacco and E-Cigarette Policy

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and contractors.

1.29 Tax Exemption

Montgomery College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. A copy of the State of Maryland Tax Exemption Certificate is also available at the College Procurement website at www.montgomerycollege.edu/procure. Offeror shall be responsible for the payment of any, and all applicable taxes resulting from any award and/or any services associated with the contract.

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SECTION 2 - BACKGROUND and SCOPE OF SERVICES

2.1 Background

Montgomery College is Maryland's second oldest community college. Each year, the College serves roughly 60,000 through credit and noncredit programs, at nonresidential campuses located in Rockville, Germantown, and Takoma Park/Silver Spring, and at off-campus sites throughout Montgomery County. The College employs more than 3,100 faculty, administrators, and staff to support academic and professional goals of its students.

In the fall of 2011, Montgomery College launched a print management initiative as a cost saving measure designed specifically for student, guest and public printing. This turnkey pay-for-print solution is cloud based and includes contractor owned and managed freestanding print kiosk stations. Print kiosks replaced traditional printers for student use in the College's Libraries, Learning Centers and Computer Labs. To accommodate student needs, the College operates 30 separate public printing areas, including classrooms with printing access, on all three campuses to provide high availability and redundancy.

A total of 57 print kiosks are currently installed across all three campuses, including standard and ADA models (See Attachment G). A small number of these kiosks are located in common areas to provide print access outside of the standard operating hours of the College's student and public printing locations. Students have the ability to print 8.5 x 11 size documents in b/w, color and duplex. Documents are uploaded to the cloud via any internet connection by lap top, desk top, web, mobile app, email, etc. whether or on off campus. Students have the flexibility of releasing and/or retrieving print jobs from any kiosk on any of the College's three campuses. Over the past several years, print volumes have averaged upwards of 800,000 copies including b/w, color and duplex, a significant drop from the estimated 10.2 million free prints averaged in the years prior to transition.

2.2 Scope of Services

The College is requesting the services of a Contractor operated and managed pay-for-print services. The successful Offeror will be responsible for the delivery and installation of equipment, implementation, maintenance, support services and overall management of pay-for-print in the College's Labs, Libraries, Learning Centers, and other locations to be determined by the College in accordance with the bid specifications.

- a. The Contractor will provide and maintain a secure and compliant on-line account center/website according to the requirements of Section 3 of this document.
- b. Montgomery College students shall be allowed 24/7 access to print accounts and print queues.
- c. Develop and maintain a support website to include FAQs, instructions, procedures, forms for reporting problems, etc.
- d. Provide live customer support accessible via telephone during normal business hours.
- e. Provide print and electronic marketing support.
- f. The website URL will be provided to designated College personnel.

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SECTION 3 – SYSTEM REQUIREMENTS

3.1 Pay-for-Print No Cost Solution and System Requirements

(A) Service Standard and Expectation

A performance service standard shall be established between the Contractor and Montgomery College (see ATTACHMENT F). The purpose of the service standard is to ensure that adequate and timely services are delivered to the College. The contractor will be required to provide monthly reporting data to certify that the minimum requirements outlined in this RFP are met. This information will be made available to the College's designee.

(B) Service Guarantee

The contractor will be required to provide an uptime guarantee of 99.5% for services provided on 24-hour, 7 days a week, when the College is open. If uptime on equipment external to the College does not meet the 99.95% requirement for more than a 30 minute interval, and is not due to internal College equipment or infrastructure issues, Contractor will perform problem analysis review within one (1) hour of system outage and provide results to designated College personnel.

(C) Service Availability Guarantee

Contractor will be required to provide timely stocking of printer paper, toner, and other system components as needed.

(D) Pay-for-Print Solution Minimum Standards

Any cloud or server based solution as proposed must incorporate the following key elements:

o Equipment and Services

- Print Device/Unit/Kiosk or print vending hardware and software will support Windows and MAC platforms
- o Maintenance and/or replacement of vending hardware/software
- Supply maintenance of paper, toner
- o Service maintenance of the system
- Supply materials and equipment for customer swipe cards.

o Installation of Print Devices/Units/Kiosk style print turnkey units

- o Provide detailed installation information, requirements and schedule
- o Kiosk style print turnkey units will be a total print management and control system with contractor-supplied equipment, paper, printer, toner, etc.

o Total printer management, maintenance and control

- o Maintenance of all machinery/kiosks
- o Maintenance of software
- o 24/7 online service and support
- Live onsite customer support for users
- o Paper, toner, parts, maintenance and replacement

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SECTION 3 – SYSTEM REQUIREMENTS

o Provide customers printing options

- o Print any 8 ½ x 11 document
- Print Word documents
- o Print Power Point documents
- Print Excel spreadsheets
- o Print PDF files
- o Print JPEG files
- o Print Microsoft Suite
- o Print from jump drive
- o Print from any cloud service (i.e., Google Drive, Office 365, Dropbox, OneDrive, etc.)
- o Print from personal computer
- o Print wirelessly from any location on or off campus
- o Print from networked, non-network, smart phones and other Wi-Fi enabled devices
- o Print in black/white and color
- o Print in duplex

o Integrated financial services

- o Cost-benefit analysis reporting
- o Secured and compliant card processing
- Student/Faculty/Staff merchant accounts interface

Convenient and Accessible locations for hardware and kiosk style devices

- o Strategic placement of hardware and/or kiosk devices
- o Customers print anywhere, anytime
- o Customers can release print jobs from any machine across the contractor's network.

3.2 Additions/Deletions/Changes

The College reserves the right to add or decrease, change sites, and/or request removal of pay-for-print units/services throughout the course of this contract <u>without penalty or early termination charges</u>. Notice of such changes shall be in writing.

3.3 Connectivity.

All equipment necessary to support this connectivity shall be provided and owned by the Contractor.

- o Compatibility with the College's I.T. infrastructure functions
- o Performance over the network
- o Contractor responsible for the cost of implementation

3.4 Seamless, Reliable and Convenient Service.

Any proposed solution must: 1) preserve or exceed the convenience, quality and reliability of current printing resources; 2) without cost burden to the College or end user; 3) must be seamless for end-users; and, 4) provide ease of payment capabilities. Solution(s) must leverage existing infrastructure and minimize the need for additional systems or resources for users, account management, authentications, authorization and billing; ensure 99.95% system availability; adhere to and be available during College service hours.

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SECTION 3 – SYSTEM REQUIREMENTS

3.5 Third Party Agreements

The Contractor must notify the College of any third party agreements with independent contractors. The Contractor shall not have any right, power or authority to enter into an agreement for or on behalf of the College. The College will incur no liability for the third party agreements.

3.6 Full Implementation

The College anticipates full implementation of the pay-for-print program by Summer Session I, which begins May 20, 2019.

3.7 Copy Charges

Copy charges shall not exceed the amounts listed below.

Black/White Copy \$.10 per page Black/White Duplex \$.17 per page Color Copy \$.50 per page Color Copy Duplex \$.85 per page

3.8 Art Department Print Management Requirements

The Art department currently uses high-end printing equipment (listed below). Solution will also include card readers for this equipment to allow for payment of printouts via credit or debit cards. Submitted proposal shall include a solution that addresses this need, if available.

- Epson Stylus Pro 4880
- Epson Stylus Pro 4900
- Canon Pixma Pro1

Copy charges for above Art Department equipment shall not exceed the following:

8.5 x 11 prints \$1.00 per page 13 x 19 prints \$3.00 per page

3.9 Data Protection

If use of offered software or services includes the cloud or off-site storage of College data, bidding firms will be required to satisfactorily complete (as determined by Montgomery College IT Security Group personnel) an associated questionnaire on security and privacy controls, and/or provide its latest SOC 2 report. The College reserves the right to disqualify any bidding firm that fails to provide a satisfactory questionnaire and/or its latest SOC 2 report.

3.10 Network and Hosting Requirement

The Contractor proposed technology solution will be hosted by the Contractor or by a qualified third party Contractor. The Contractor or its subsidiaries or subcontractors shall not transmit data on or through the College network or any devices that are a part of that network or store data on any devices that are part of that network.

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SECTION 3 – SYSTEM REQUIREMENTS

3.11 Technology Accessibility Requirement

All e-learning and information communication technology developed, purchased, upgraded or renewed by or for the use of the College shall comply with all applicable policies, Federal and State laws and regulations including, but not limited to, Section 508 of the Rehabilitation Act (29 U.S.C. 794d) and all other regulations disseminated under Title II of The Americans with Disabilities Act, which are applicable to all benefits, services, programs, and activities provided by or on behalf of the College. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0 AA.

3.12 Payment Card Industry (PCI) Compliance

The Contractor shall be responsible for the security of all credit card numbers and other cardholder data that it possesses or otherwise stores, processes or transmits on behalf of the College, and shall execute a contractual provision which meets the College's requirements in PCI Section 12.8.2 designating the Contractor as responsible for security of cardholder data.

All Contractor solution software and hardware will comply with and maintain such compliance with all applicable PCI compliance requirements related to credit card or debit card/PIN entry processing at the College. The Contractor shall provide an annual PCI Attestation of Compliance (AOC) as requested by the College. Upon request, this will include Contractor's records indicating inspection of Contractor owned equipment on College property.

In the event of any suspected, alleged or confirmed loss, disclosure, theft or compromise of College cardholder data, the Contractor shall notify the College's General Counsel within 72 hours of the discovery.

The Contractor shall agree to defend and hold the College, its designated representatives and their officers, agents and employees, harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of the Contractor's failure to meet any of its obligations under PCI Requirements, or state/federal data breach law.

3.13 Revenue Sharing Plan

Rebate on sales paid to the College.

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SECTION 4 - PROPOSAL EVALUATION AND AWARD

4.1 Evaluation

4.1.1 Evaluation Process

All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College, and its decision will be final.

Technical Proposals will be opened first, and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror's responsiveness to the RFP requirements.

Upon completion of the technical proposal evaluation, Price Proposals from only those Offerors who achieve a minimum 60% of total available technical scores, will have their Price Proposal opened. Proposals with technical evaluation score less than 60% of the total available technical scores will not be considered further.

4.1.2 Evaluation Criteria

The College evaluation will be based on the following criteria:

4.1.2.1 Technical Proposal

70 (maximum available points)

Technical Proposals will be evaluated by the College Selection Committee based on the following criteria:

- a. Experience and Qualifications
- b. Pay-for-print no cost solution and services
- c. Implementation and Training plan
- d. Maintenance/Service and Communication plan

4.1.2.2 Price Proposal

30 (maximum available points)

Rebate to the College is the primary criteria for the Price Proposal. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

4.2 Award

Awards will be made in the best interest of the College to the **highest ranked responsible**, **responsive**Offerors, who can meet or exceed the terms, conditions, and scope of services of this solicitation.

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SECTION 4 - PROPOSAL EVALUATION AND AWARD

4.3 College's Rights

The College reserves the following right to be exercised at its sole discretion:

- The College is the sole judge regarding the merits of any proposals and will award to the Offeror
 offering the proposal found to be most advantageous to the College, based on the criteria and
 factors set forth in the RFP.
- To reject any or all proposals and to make awards in the best interest of the College. The College also reserves the right to cancel the Request for Proposals in its entirety.
- To determine as sole judge the merits of any proposal. The College's decision will be final.
- To accept or reject any item, term, or condition of a proposal.

The College also reserves the right to add or delete services and to negotiate pricing if it is determined to be in the best interest of the College to do so.

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SECTION 5 – REQUIRED SUBMITTALS

5.1 Proposal Submission

A submittal consisting of the Technical Proposal, Price Proposal, and other required submittals are required when responding to this Request for Proposal. <u>ONE original and five (5) copies of the Technical Proposal are required</u>. <u>One original Price Proposal shall be submitted in a separately sealed envelope and identified as such</u>. Proposals shall be certified, signed and dated by a bona fide agent of the Bidder and include minority classification. All envelopes must identify that the submission is a response to the RFP and must be marked with the Bidder's name and address, the RFP number, and the opening date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 5.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions. Failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

5.2 Required Technical Proposal Submittals

5.2.1 Technical Proposal to include the following:

- Transmittal Letter
- Statement of Qualifications
- Description of Proposed Technical Services
- Experience and Qualifications
- Implementation and Timeline
- Communications Plan
- Additional and Value Added Services Offered
- Attachment A: Contractor Information Form
- Attachment B: Reference Form
- Subcontractor Listing (if applicable)
- Attachment E: Mid-Atlantic Purchasing Team Rider
- Attachment F: Service Level Expectations

5.2.2 Transmittal Letter

The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and include background and size of the organization, web presence, length of time required services listed herein have been provided, key business relationships, and contracting primary point of contact. The letter should summarize the key points of the proposal; must indicate the Offeror's understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Offeror for this RFP.

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SECTION 5 – REQUIRED SUBMITTALS

5.2.3 Statement of Qualifications

The Offeror's statement of qualifications should demonstrate the Contractor's ability to provide the services as detailed in this RFP. This section should contain a brief history of the organization, the address of the main office and all other offices and their locations and the location of the Contractor's project manager who will be expected to serve Montgomery College. The bidder shall also provide the following:

- a general description of the organization's business philosophy;
- approach to implementation and ongoing customer service;
- range of products and services available;
- commitment to support and years in the requested field of business.

5.2.4 Description of Proposed Technical Services

This section should contain a detailed description of the services proposed in response to this RFP. The information submitted including, narratives, documentation, listings and samples, should be sufficient to provide College evaluators with a comprehensive and clear understanding of the technical staff, methodologies, and capabilities proposed when compared to College requirements.

5.2.5 Experience and Qualifications

This section should demonstrate the Contractor's policies and commitment to the long-term support of the College's proposed services. Proposals should describe the Contractor's history of providing these services, and its customer service experience and policies, including service hours and service policies. The Contractor's history and consistency of performance and stability, business practices, and business reputation will be evaluated.

5.2.6 Implementation Plan and Timeline

This section should describe the contractor's implementation plan, timeline, training, and milestones for meeting the requirements of this project.

5.2.7 Communications Plan

This section should describe the contractor's plan for communicating system access (log-in and password) to customers each semester; and, system updates, outages, etc. to the College.

5.2.8 Additional and Value-Added Services Offered

This section should describe additional services or print management services available from the company that may not be requested in this bid along with pricing information. The College reserves the right to accept or reject any additional services offered during the first year of the contract.

5.2.9 Contractor Information Form (Attachment A)

Offerors shall complete the CONTRACTOR INFORMATION FORM provided in Attachment A.

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SECTION 5 – REQUIRED SUBMITTALS

5.2.10 Reference Form (Attachment B)

Offerors must complete REFERENCES form provided in Attachment B to submit three (3) references from current or former customers within the past three (3) years that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the services required in this solicitation. The College reserves the right to reject a Proposal based on an unsatisfactory reference; and, to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the nonresponsive one.

5.2.11 Subcontractors

Each Offeror must list the subcontractors to be used in the performance of this contract. The College reserves the right to approve or disapprove any subcontractor who will be performing work in related to the delivery of this procurement.

5.2.12 Mid-Atlantic Purchasing Team Rider Clause

Use Form provided in Attachment E. This is an optional submission.

5.2.13 Service Level Expectation Form (Attachment F)

Offerors shall complete the SERVICE LEVEL EXPECTATION FORM provided in Attachment F.

5.3 Price Proposal

Use Price Proposal Form provided in Section 6.

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SECTION 6 - PRICE PROPOSAL FORM

For the price proposal evaluation, please indicate the total rebate percentage rebate to the College based on an aggregate print per day of 450.

Title		Authorized Signature and Date	
Compan	y Name	Name	
and/or s terms ai stipulation	services shall be provided or pe and conditions specified and the	provide said goods and/or services as specified rformed in accordance with the RFP specification at your firm has read and agrees to the Colley College approved or authorized exceptions and contract resulting.	ons, stipulations, and ge terms, conditions,
Note to co	ontractor: Submitted price must be	inclusive of all costs associated with all requirements	listed herein.
001	herein.	llege based on the requirements/charges listed	%

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ATTACHMENT A: CONTRACTOR INFORMATION FORM

.2	Minority Contractor: Yes	
	If yes, please specify minority class	ication
3	Price adjustment (is is not) necessary for other public agencies as listed.
1	Please list any exceptions taken to taken may affect the award of a co	ny terms and conditions listed in the RFP. Please note any exception tract or purchase order.
5	ineligible, or voluntarily excluded f	ently debarred, suspended, proposed for debarment, declared om participation in this solicitation by any County, State, or Federal
	Yes No No	omery College should a change in this status occur.
5		
- 5	Yes No	ation: Years in Business
- ;	Yes No Please provide the following inform Company Name	Years in Business U.S. DOT Number
; [Yes No No Please provide the following inform	Years in Business U.S. DOT Number Dun &
5	Yes No Please provide the following inform Company Name	Years in Business U.S. DOT Number Dun & Bradstreet
5	Please provide the following information Company Name Federal Tax Number	Years in Business U.S. DOT Number Dun & Bradstreet Number
5	Yes No Please provide the following inform Company Name	Years in Business U.S. DOT Number Dun & Bradstreet
5	Please provide the following inform Company Name Federal Tax Number Street Address	Years in Business U.S. DOT Number Dun & Bradstreet Number City, State, Zip Code
5	Please provide the following inform Company Name Federal Tax Number Street Address Telephone Number	Years in Business U.S. DOT Number Dun & Bradstreet Number City, State, Zip Code Fax Number
5	Please provide the following inform Company Name Federal Tax Number Street Address Telephone Number Contact Person	Years in Business U.S. DOT Number Dun & Bradstreet Number City, State, Zip Code Fax Number Title
	Please provide the following inform Company Name Federal Tax Number Street Address Telephone Number	Years in Business U.S. DOT Number Dun & Bradstreet Number City, State, Zip Code Fax Number
	Please provide the following inform Company Name Federal Tax Number Street Address Telephone Number Contact Person	Years in Business U.S. DOT Number Dun & Bradstreet Number City, State, Zip Code Fax Number Title E-Mail

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ATTACHMENT B – REFERENCES

	REFERENCE 1
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	
	REFERENCE 2
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	
<u></u>	
<u> </u>	REFERENCE 3
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
Service Dates	
Please note: References listed in this RFP document.	I must be able to confirm the Offeror's ability to provide the services requested
References submitted by	
	Company Name

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	ATTACHMENT C – NO PREPOSAL RESPONSE FORM
Please be advised th for the following rea	nat our company does not wish to submit a proposal in response to the above-captioned RFP ison(s):
Too busy a	at this time
Not engage	ed in this type of work
Project is to	oo large or small
Cannot me	et mandatory specifications (Please specify below)
Other (Plea	use specify)
Company Name	Name
Street Address	Authorized Signature and Date
City, State, Zip Code	Title
Please return to:	Montgomery Community College Office of Procurement

900 Hungerford Drive, Suite 110 Rockville, Maryland 20850

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ATTACHMENT D - GENERAL CONDITIONS AND INSTRUCTIONS

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

WARRANTY Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

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ATTACHMENT E - MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives

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ATTACHMENT F - SERVICE LEVEL EXPECTATIONS

	stomer Support via Phone (000) 000-0000 -Friday 7:00am-11:00pm (EST)		
☐ Live Cha	y and Sunday 9:00am-9:00pm (EST)		
☐ Site Maı	ontact of Customer Service, Phone (000) 000-000 nager, phone, email t Manager, phone, email	00, email address	
students a Customer : system. T	Support Support covers all service categories receive and community users of the pay for print kio Support service issues can be reported via the the Ticket Support System is used typically to the resolved. The ticket enables the custome	sks located on Montgo telephone, live online for hardware or softwa	omery College property. chat or ticket support are issues that cannot be
Priority Service Level	Service Description	Initial Contact from Time of Receipt	Problem Resolution
High	Problems reported directly at kiosk that		
	prevent end-user from printing (i.e. log- in, account discrepancies)		
High	in, account discrepancies) System malfunction		
Medium	in, account discrepancies) System malfunction Problems reported via Live Chat		
Medium N/A	in, account discrepancies) System malfunction		
Medium N/A Notes: □ The bus	in, account discrepancies) System malfunction Problems reported via Live Chat Problems for which a service ticket is opened (i.e. hardware replacement, and	the standard schedu	
Medium N/A Notes:	in, account discrepancies) System malfunction Problems reported via Live Chat Problems for which a service ticket is opened (i.e. hardware replacement, and software reconfiguration issues) service response times shown represent miness hours. Service issues reported beyond	d the standard schedu ution times.	le Sunday through
Medium N/A Notes: The bus Sat The	in, account discrepancies) System malfunction Problems reported via Live Chat Problems for which a service ticket is opened (i.e. hardware replacement, and software reconfiguration issues) service response times shown represent miness hours. Service issues reported beyond urday require extended response and resolutions.	the standard schedu ution times. 0% of the time that the otely. System update	le Sunday through e service is requested. s will be coordinated

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ATTACHMENT G - PRINT KIOSK LOCATIONS

Rockville			Kiosk T	VID O	Total
Location	Bldg.	Room(s)	Standard	ADA	TOTAL
*Library	MT	110	Stallual u 4	1	5
Library	MT	200	1	•	1
Library	MT	300	1		1
*Math/Science Lab	SW	114, 125	3		3
*Writing Center	MT	20	2		2
Common Area/Corridor near room 436	SC	4th fl	1		1
Student Lounge	SC	150	1		1
Welcome Center	SB	102	1		1
*General Purpose Lab	CS	25-26	1		1
*General Purpose Lab	HU	312	2		2
*DSS Learning Ctr.	СВ	116	_	1	1
Common Area/near				-	
Security entrance	CB	Lobby	1		1
Common Area/					
Next to student dining	CC	1st Floor	1		1
Campus Total					21
Germantown	_				
*Library	HS	110	2		2
Library	HS	200	1		1
Library	HS	107		1	1
Common Area	HT	1st/Grd	1		1
*Science Learning Center	BE	244	1		1
Writing Center	SA	150	1		1
Corridor near Welcome Center	SA	1st Floor	1		1
Lobby/Common area near vending machines	PK	1st Floor	1	1	2
Common Area (inside dining room)	HS	Cafeteria	2		2
Common Area	HS	1st Floor	1		1_
Campus Total					13
Takoma Park/Silver Spring					
*Library	RC	100	2		2
Library	RC	215	2	1	3
Vending Bank (Formerly Campus Store)	CF	1st Floor	1		1
Writing Center	RC	105J		1	1
*Social Sciences Center	CM	110	2		2
*Student Technology Center	ST	304- 304A	4	1	5
Common Area (next to dining room)	ST	1st Floor	1	-	1
Common Area (2nd floor dining room)	ST	2nd floor	1		1
Science Learning Center	SN	102	2		2
*Medical Learning Center	HC	221	2		2
Common Area (corridor near 101)	НС	1st Floor	1		1
DSS Learning Center	ST	230	-	1	1
Math Tutor Center	P1	101D		1	1
Campus Total				_	23

^{*}Storage space for supplies and materials in these locations

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